

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA**

<b>WASTE CONNECTIONS BAYOU, INC.</b>	*	<b>CIVIL ACTION NO.</b>
	*	
	*	<b>SECTION</b>
<b>VERSUS</b>	*	<b>JUDGE</b>
	*	
	*	
	*	<b>MAGISTRATE JUDGE</b>
<b>NATCHITOCHES PARISH AND</b>	*	
<b>NATCHITOCHES PARISH GOVERNMENT</b>	*	
	*	
	*	
*****		

**COMPLAINT FOR DECLARATORY JUDGMENT**

**NOW INTO COURT**, through undersigned counsel, comes, Waste Connections Bayou, Inc., (Hereinafter “Waste Connections”) which respectfully represents the following:

**I. Introduction**

1.

Waste Connections commences this action for Declaratory Judgment pursuant to 28 U.S. Code § 2201, seeking a declaration of its rights, particularly its ownership rights to certain machinery and equipment, to wit: trash compactors, pursuant to a Lease of Solid Waste Transfer Station between the Parish of Natchitoches and Waste Connections Bayou, Inc. dated September 24, 2019, all as more fully addressed and described herein.

**II. Jurisdiction and Venue**

2.

This Court has jurisdiction over Waste Connection’s claims pursuant to 28 U.S. Code § 2201. This Court additionally has federal diversity jurisdiction pursuant to 28 U.S. Code § 1332 as this controversy involves citizens of different states and the value of the object of the litigation

and/or value of Waste Connection's rights sought to be protected,<sup>1</sup> to wit: ownership of the two compactors, separately exceeding \$75,000<sup>2</sup>, and a mobile office trailer<sup>3</sup>.

3.

Venue is proper in this District pursuant to 28 U.S. Code §§ 1391(b)(1) and (2), inasmuch as Natchitoches Parish and the Natchitoches Parish Government are domiciled in this District and the location of the Solid Waste Transfer Station subject of the Lease at issue herein is located in this District.

### **III. Parties**

4.

Plaintiff herein is Waste Connections Bayou, Inc., formerly known as Progressive Waste Solutions of LA, Inc. Waste Connections Bayou, Inc., is a Delaware corporation with its principal place of business located in The Woodlands, Texas.

5.

Defendants herein are:

- a. Natchitoches Parish, a political subdivision of the State of Louisiana, domiciled in Natchitoches, Louisiana; and
- b. Natchitoches Parish Government, a political subdivision of the State of Louisiana, which is operated under a home rule charter and having a President-Council form of government.

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<sup>1</sup> In *Allstate Fire and Casualty Insurance Company v. Love*, 71 F.4th 348 (2023), the Fifth Circuit confirmed that in actions for declaratory judgment, "it is well established that the amount in controversy is measured by the value of the object of the litigation." *Hunt v. Wash. State Apple Adver. Comm'n*, 432 U.S. 333, 347, 97 S. Ct. 2434, 53 L.Ed.2d 383 (1977); *Frye v. Anadarko Petroleum Corp.*, 953 F.3d 285, 293 (5th Cir. 2019). In other words, the amount in controversy in such actions "is the value of the right to be protected or the extent of the injury to be prevented." *St. Paul Reins. Co.*, 134 F.3d at 1252-53 (citation omitted).

<sup>2</sup> See Exhibit A *en globo*

<sup>3</sup> See Exhibit B *en globo*

#### IV. Statement of Facts

6.

On September 24, 2019, Waste Connections and Natchitoches Parish entered into a written Lease of Solid Waste Transfer Station (the “Lease”) (Exhibit A, incorporated herein as if copied *in extenso*), wherein Waste Connections leased real property located at 4597 Highway 1, Natchitoches, LA 71457 from Natchitoches Parish for the purpose of operating a Solid Waste Transfer Station.<sup>4</sup>

7.

The original term of the Lease commenced on September 1, 2019 and ended August 31, 2024.<sup>5</sup> The parties executed an Interim Operating Agreement, extending the term of the Lease beyond August 31, 2024 subject to the Parish’s termination as the parties negotiated an extension to the term.<sup>6</sup>

8.

A dispute arose between the Natchitoches Parish Administration and Waste Connections when the Natchitoches Parish Administration took the position that certain movable machinery and equipment, to wit, two trash compactors and one mobile office trailer, belong to it as Lessor and not Waste Connections as Lessee and would stay with the property upon termination of the Lease.

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<sup>4</sup> See Exhibit C; Paragraph 1 of Page 1 of 11

<sup>5</sup> *Id.*; Paragraph 2 of Page 1 of 11

<sup>6</sup> See Exhibit D

9.

Waste Connections was permitted to make alterations at its expense, which provisions appear in Paragraph 12 of the Lease.<sup>7</sup>

10.

Relevant to the controversy herein and declaratory relief is subparagraph (b) which states:

(b) LESSEE may, at is expense, (i) construct upon the Leased Premises any additional buildings, structures, or other improvements and (ii) install, assemble, or place upon the Leased Premises any items of machinery or equipment used or useful in LESSEE's business, in each case upon compliance with paragraph 12(a). All such buildings, structures, and other improvements shall be and remain the property of the Lessor. **Such machinery or equipment shall be and remain the property of LESSEE. LESSEE may remove the same from the Leased Premises at any time prior to the expiration or earlier termination of the term hereof, provided that Lessee shall be required to repair any damages to the Leased Premises resulting from such removal.** (Emphasis Added.)

## V. Declaratory Relief Requested

11.

Waste Connections incorporates by reference as if copied *in extenso* Paragraphs 1-10.

12.

Waste Connections seeks declaratory judgment declaring that pursuant to the Lease, particularly Paragraph 12(b), its two trash compactors and mobile office trailer constitute machinery or equipment which shall be and remains the property of it as Lessee and expressly declaring that Waste Connections may remove the trash compactors and mobile office trailer from the Leased Premises located at 4597 Highway 1, Natchitoches, LA 71457.

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<sup>7</sup> Exhibit C; Paragraph 12 of Page 9 of 11

**VI. Prayer for Relief**

13.

Waste Connections prays for declaratory judgment declaring that pursuant to the Lease of Solid Waste Transfer Station, particularly Paragraph 12(b), that its two trash compactors and Mobile Office trailer constitute machinery or equipment which shall be and remain its property as LESSEE and that it may remove the trash compactors and Mobile Office trailer from the Leased Premises located at 4597 Highway 1, Natchitoches, LA 71457.

14.

Waste Connections seeks an award of reasonable attorney's fees pursuant to Paragraph 16 of the Lease of Solid Waste Transfer Station, as it has been required to employ counsel to protect its rights arising under the Lease.<sup>8</sup>

15.

Waste Connections further prays for all general and further equitable relief to which it may be entitled under the premises.

Respectfully submitted,

**BLUE WILLIAMS, LLC**

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<sup>8</sup> *Id.*; Paragraph 16